

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

-----X
BCMB1 TRUST,

Plaintiff,

Index No.: _____

-against-

SUMMONS

JAVIER CRUZ, REBECCA PEREZ, CRIMINAL COURT OF THE CITY OF NEW YORK, ASSET ACCEPTANCE LLC, CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD, CITY OF NEW YORK TRANSIT AUTHORITY TRANSIT ADJUDICATION BUREAU, CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION PARKING VIOLATIONS BUREAU, NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE and "JOHN DOE No. 1 through JOHN DOE No. 99", said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises,

Mortgaged Premises:
132 Logan Street
Brooklyn, NY 11208

Defendants.
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TO THE ABOVE-NAMED DEFENDANTS(S):

YOU ARE HEREBY SUMMONED and required to appear by serving an answer to the annexed Complaint upon Plaintiff's attorney, at the address stated below, within twenty (20) days after service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you for the relief demanded in the Complaint, together with the costs of this action.

Dated: December 19, 2020
Astoria, New York

Richland & Falkowski, PLLC



Michal Falkowski, Esq.

35-37 36th Street, 2nd Floor

Astoria, NY 11106

Phone: 212-390-8872

Email: mfalkowski@rflegal.net

Attorneys for Plaintiff

NOTICE YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

-----X
BCMB1 TRUST,

Plaintiff,

Index No.: _____

-against-

COMPLAINT

JAVIER CRUZ, REBECCA PEREZ, CRIMINAL COURT OF THE CITY OF NEW YORK, ASSET ACCEPTANCE LLC, CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD, CITY OF NEW YORK TRANSIT AUTHORITY TRANSIT ADJUDICATION BUREAU, CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION PARKING VIOLATIONS BUREAU, NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE and “JOHN DOE No. 1 through JOHN DOE No. 99”, said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises,

Mortgaged Premises:
132 Logan Street
Brooklyn, NY 11208

Defendants.
-----X

Plaintiff BCMB1 TRUST (“Plaintiff”) by its attorney, Richland & Falkowski, PLLC complaining of the defendants, alleges, upon information and belief as follows:

FIRST: Plaintiff is a trust having a principal place of business at 2001 Biscayne Blvd., Suite 117-262, Miami, Florida 33137, authorized to transact business in the State of New York.

SECOND: Upon information and belief, at all times hereinafter mentioned, the defendant(s) reside or conduct business at the address set forth in “Schedule A” annexed hereto (any that are corporations being organized and existing under the laws of the State set forth herein), and are made defendants in this action in the capacities and for the reasons alleged therein.

THIRD: That the Internal Revenue Service United States of America, New York State Department of Taxation and Finance and all other agencies or instrumentalities of the Federal, State or local government, however designated, if named as defendants, are made parties solely by reason of the facts set forth in the annexed "Schedule B."

FOURTH: That heretofore, to secure a sum of money to the stated Lender, its successor and assigns, the defendant duly executed, acknowledged and delivered to the stated Lender, a certain bond(s) or note(s) whereby he bound his successors or heirs, executors, administrators and assigns, jointly and severally, in the amount of said sum, as more fully described in the annexed "Schedule C," said schedule being a copy of the bond(s) or note(s), or accurate reference to the assumption agreement(s) evidencing indebtedness to plaintiff, together with the terms of repayment of said sum and rights of the plaintiff.

FIFTH: Plaintiff is the holder of the Note referenced in paragraph FOURTH and entitled to enforce the Note. The Note was payable to Plaintiff or indorsed (specifically or in blank) and negotiated to Plaintiff. A copy of the Note with the indorsement(s) and/or allonge(s) is annexed hereto as Schedule "C".

SIXTH: That as security for the payment of said indebtedness, a Mortgage(s) was executed as annexed hereto in "Schedule D," acknowledged and delivered to the stated Lender/Mortgagee, its successors and assigns, wherein the named mortgagor or mortgagors bargained, granted and sold to the mortgagee named therein, its successors and assigns, the premises more particularly described therein (hereinafter, the "Mortgaged Premises") under certain conditions with rights, duties and privileges between the parties as described therein.

SEVENTH: The Mortgage is currently held by Plaintiff. As such, Plaintiff is the current beneficiary of the Mortgage securing the Note, the originals of which are in Plaintiff's

possession and control, and Plaintiff is otherwise entitled to enforce the subject Mortgage and Note pursuant to law.

EIGHTH: That said mortgage(s) was duly recorded and the mortgage tax(es) due thereon was duly paid in the County Clerk's Office at the place and time that appears therein.

NINTH: That Plaintiff has complied with all applicable provisions of the RPAPL § 1304, § 1306 and Banking Law, and specifically with Banking Law § 595-a and 6-1 and 6-m if applicable, in securing the aforementioned indebtedness and at all times thereafter. The NYS DFS tracking number is NYS5324800.

TENTH: That the defendant(s), JAVIER CRUZ has failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully described in "Schedule E".

ELEVENTH: That plaintiff elects herein to call due the entire amount secured by the mortgage(s) as more than thirty (30) days have elapsed since the date of default.

TWELFTH: That "Schedule E" sets forth the principal balance due and the date and rate from which interest accrued and is owing from the defendant(s) default.

THIRTEENTH: That in order to protect its security, the plaintiff has paid, if set forth in "Schedule E", or may be compelled to pay during the pendency of this action, local taxes, assessments, water rates, insurance premiums and other charges assessed to the Mortgaged Premises, and hereby requests that any sums paid by it for said purposes, with interest thereon, be added to the sum otherwise due, be deemed secured by the mortgage(s) and be adjudged a valid lien on the Mortgaged Premises.

FOURTEENTH: That the defendants herein have or claim to have some interest in, or lien upon, the Mortgaged Premises or some part thereof, which interest or lien, if any, accrued subsequent to the lien of the plaintiff's mortgage(s).

FIFTEENTH: That the plaintiff is now the true and lawful holder of the said bond(s)/note(s) and is mortgagee of record or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note; and that there have been no other prior proceedings, at law or otherwise, to collect or enforce the bond(s)/note(s) or mortgage(s) and no such proceedings are currently pending.

SIXTEENTH: That Schedules "A", "B", "C", "D", and "E", be incorporated and made part of the Complaint with the same force and effect as if they were completely and fully set forth wherever reference is made to them herein.


SEVENTEENTH: The plaintiff shall not be deemed to have waived, altered, released or changed its election herein by reason of any payment after the commencement of this action of any or all of the defaults mentioned herein and such election shall continue to be effective.

WHEREFORE, plaintiff demands judgment adjudging and decreeing the amounts due it for principal, interest, costs and reasonable attorneys' fees if provided for in the bond(s), note(s) or mortgage(s), and that the defendants, and any persons claiming by, through or under them subsequent to the commencement of this action, and every other person or corporation whose right, title, conveyance, or encumbrance of the Mortgaged Premises is subsequent or recorded subsequent to the plaintiff's interest, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in and to the Mortgaged Premises; that the Mortgaged Premises, or part thereof, be decreed to be sold according to law as may be necessary to raise the amounts

due for principal, interest, costs, allowances and disbursements, together with any monies advanced and paid by the plaintiff; that the plaintiff be paid the amounts due on said bond(s), note(s) and-mortgage(s), and any sums paid by the plaintiff to protect the lien of its mortgage(s) out of the proceeds from the sale thereof, with interest thereon from the respective dates of payment thereof, costs and expenses of this action and reasonable attorneys' fees, if provided for in the bond(s), note(s) or mortgage(s), provided the amount of the sale proceeds permits said payment; that any of the parties hereto may purchase the Mortgaged Premises at sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of the Mortgaged Premises with the usual powers and duties associated therewith; that the defendant(s) referred to in paragraph "TENTH" be adjudged to pay any remaining deficiency; and such other or further relief as may be just and equitable, unless the defendant(s) obtained a bankruptcy discharge and such other or further relief as may be just and equitable. The plaintiff hereby reserves its right to share in surplus monies from the sale by virtue of its position as a judgment or other lien creditor, excluding the mortgage(s) foreclosed herein.

Dated: December 19, 2020
Astoria, New York

Richland & Falkowski, PLLC


Michal Falkowski, Esq.
35-37 36th Street, 2nd Floor
Astoria, NY 11106
Phone: 212-390-8872
Email: mfalkowski@rflegal.net
Attorneys for Plaintiff

SCHEDULE A - DEFENDANTS

Javier Cruz
132 Logan Street
Brooklyn, NY 11208

Certified Owner/Mortgagor

Rebecca Perez
132 Logan Street
Brooklyn, NY 11208

Certified Owner/Mortgagor

Asset Acceptance, LLC
28405 Van Dyke
Warren, MI 48093

Judgment Creditor

“JOHN DOE No. 1 through JOHN DOE No. 99”

Said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises

SCHEDULE B - DEFENDANTS

Criminal Court of the City of New York Judgment Creditor
120 Schermerhorn Street
Brooklyn, NY 11201

City of New York Judgment Creditor
Environmental Control Board
59-17 Junction Boulevard
Corona, NY 11369

City of New York Transit Authority Judgment Creditor
Transit Adjudication Bureau
505 Fulton Street
Brooklyn, NY 11201

City of New York Judgment Creditor
Department of Transportation
Parking Violations Bureau
100 Church Street
New York, NY 10007

New York State Judgment Creditor
Department of Taxation & Finance
W.A. Harriman Campus, Building 9
Albany, NY 12227

TAB Book Date: 11/21/2020

This search TAB's for JAV CRUZ has returned 28 results

Name	Violation #	DLN	Issue Date	File Date	NIJ Date	Birth Date	Current Amount
CRUZ	113355743	2400437878401	3/23/2017	6/16/2017		12/9/1996	\$150.00
Address: 1035 ANDREWS AVE BRONX NY 10453							
CRUZ	116923391	2400461757301	12/14/2019	2/21/2020	2/22/2020	6/28/2000	\$100.00
Address: 562 W 193 STREET NEW YORK NY 10040							
A CRUZ REYES	117600075	2400462704201	1/3/2020	3/20/2020	3/21/2020	7/21/1981	\$150.00
Address: 2866 MARION AVE BRONX NY 10458							
CRUZ JAVIER	107874250	2400415610401	8/4/2014	11/24/2014		10/7/1986	\$117.74
Address: 450 61 ST BROOKLYN NY 11212							
JAVIA CRUZ	110585119	2400439646601	6/21/2017	9/15/2017	9/16/2017	6/14/1996	\$75.00
Address: 2254 VALENTINE BRONX NY 10457							
JAVIEN CRUZ	102652083	2400310689201	12/8/2009	3/22/2010		11/14/1989	\$200.02
Address: 100 ELTON ST BROOKLYN NY 11208							
JAVIER CRUZ	098788892	2400296575901	4/18/2007	8/7/2007		6/25/1972	\$185.32
Address: 149 3RD AVE BRONX NY 10469							
JAVIER CRUZ	083113021	2400239529301	11/9/2000	2/26/2001	2/26/2001	6/11/1979	\$268.13
Address: 4116 CARPENTER AVE BRONX NY 10466							
JAVIER CRUZ	104596077	2400320782501	11/23/2011	9/10/2013		1/13/1993	\$213.76
Address: 149-55 E 118TH ST NEW YORK NY 10035							
JAVIER CRUZ	105908211	2400327826901	9/28/2012	9/11/2013		11/20/1994	\$202.14
Address: 15 WESTMINTIER BROOKLYN NY 11224							
JAVIER CRUZ	093015506	2400268461401	7/6/2003	10/27/2003		10/20/1964	\$219.74
Address: 328 E 149 ST BRONX NY 10458							
JAVIER J CRUZ	105654039	2400324254901	9/23/2011	9/11/2013	1/30/2012	1/13/1994	\$216.08
Address: 3215 HOE AVE BRONX NY							
JAVIER O CRUZ	093295272	2400269801901	8/19/2003	12/8/2003		3/31/1977	\$240.40
Address: 1322 BEDFORD AVE BROOKLYN NY 11216							
JAVIER CRUZ	086277144	2400252801101	12/29/2001	4/29/2002	4/29/2002	9/6/1973	\$233.55
Address: 536 W 158 ST NEW YORK NY 10032							
JAVIER CRUZ	085370955	2400247954501	5/9/2001	10/25/2001	10/29/2001	12/3/1977	\$238.89
Address: 2570 CAMBRIDGE AVE BRONX NY 10463							
JAVIER CRUZ	101869855	2400310589001	11/24/2009	3/22/2010		11/19/1985	\$240.46
Address: 1704 E 14TH ST BROOKLYN NY 11231							
JAVIER CRUZ	109215160	2400418503601	11/28/2014	3/23/2015	3/23/2015	12/4/1990	\$171.96
Address: 74 NORWOOD AVE BROOKLYN NY 11208							
JAVIER CRUZ	089440744	2400270077801	8/28/2003	12/29/2003		3/31/1977	\$240.16
Address: 1260 THIRD AVE NEW YORK NY 10026							
JAVIER CRUZ	098188027	2400292068101	8/2/2006	11/21/2006		3/31/1977	\$209.98
Address: 622 BOSTON RD BRONX NY 10459							
JAVIER CRUZ	105842890	2400316960101	5/20/2012	9/10/2013	10/1/2012	12/4/1990	\$68.55
Address: 87-40 87TH STREET QUEENS NY 11421							
JAVIER CRUZ	086515074	2400249053501	8/3/2001	11/23/2001	11/26/2001	7/8/1979	\$237.47
Address: 48-35 45TH ST SUNNYSIDE NY 11102							
JAVIER CRUZ	108753260	2400411036701	1/14/2014	4/22/2014		3/23/1971	\$184.72
Address: 651 W 168TH ST NEW YORK NY 10023							
JAVIER A CRUZ	097471808	2400289534401	2/23/2006	6/20/2006	6/26/2006	12/1/1963	\$214.21
Address: 120 W 97TH STREET NEW YORK NY 10025							
JAVIER CRUZ	098075790	2400293077501	9/27/2006	1/23/2007	1/29/2007	10/7/1986	\$208.23
Address: 468 60TH STREET BROOKLYN NY							
JAVIER CRUZ	110586071	2400439967501	7/5/2017	9/15/2017		12/12/1997	\$100.00
Address: 1259 COLLEGE AVE BRONX NY 10456							
JAVIER CRUZ	115677880	2400455072301	3/22/2019	6/21/2019		9/24/1986	\$150.00

Address: 3324 60 ST BROOKLYN NY 11204

JAVIER CRUZ	117229970	2400462734901	1/14/2020	3/20/2020	3/21/2020	12/17/1994	\$50.00
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Address: 383 E 138TH ST BRONX NY 10454

JAVISH N CRUZ	085826620	2400248654101	6/25/2001	10/25/2001	10/29/2001	11/5/1980	\$261.38
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Address: 165 ANDREW AVE NEW YORK NY 10033

Data Loaded: 11/25/2020

Parking Violations Filed Date: 11/25/2020

This search PVB's for JAV CRUZ has returned 88 results

Name	Address	J-#	J-Amt	J-Int	Plt or Sum St
CRUZ ABIE J	69 BEDFORD AVE STATEN ISLAND NY10306	1	\$120.00	\$48.36	GUW8850
CRUZ ABIE J	291 TAYLOR ST # 1 STATEN ISLAND NY10310	1	\$75.00	\$18.76	HAE9340
CRUZ ALEX J	2242 ELLIS AVE # 1 BRONX NY10462	6	\$840.00	\$351.96	GUV9550
CRUZ ALEX J	2242 ELLIS AVE # 1 BRONX NY10462	5	\$720.00	\$301.68	HBM6315
CRUZ ALEX J	2242 ELLIS AVE # 1 BRONX NY10462	9	\$1,335.00	\$536.59	HBN6196
CRUZ ALFREDO J	29 IMPERIAL CT STATEN ISLAND NY10304	3	\$290.00	\$47.22	HUE5534
CRUZ ALVIN J	18 E 116TH ST # 5R NEW YORK NY10029	6	\$710.00	\$133.73	HZU1556
CRUZ ANGEL J	466 COLUMBIA ST # 4B BROOKLYN NY11231	3	\$285.00	\$80.28	IINJ1819
CRUZ ARMANDO J	262 MELROSE ST # 3 BROOKLYN NY11206	5	\$575.00	\$80.60	HZN2827
CRUZ BENITO J	2118 WALLACE AVE # 1 BRONX NY10462	1	\$105.00	\$10.49	HXH8038
CRUZ BENJAMIN J	22715 147TH AVE FL 2 SPRINGFIELD GARNY	4	\$300.00	\$22.52	JBE3855
CRUZ BENJAMIN J	9211 102ND ST RICHMOND HILL NY11418	6	\$586.00	\$44.17	JJT5927
CRUZ CARLOS J	448 THIERIOT AVE BRONX NY10473	2	\$250.00	\$40.33	HUV3404
CRUZ CARLOS J	448 THIERIOT AVENUE BRONX NY10473	1	\$175.00	\$0.00	7193062529
CRUZ CARMEN J	25 TOMPKINS ST # 2 STATEN ISLAND NY10304	2	\$230.00	\$116.01	GAX5619
CRUZ CARMEN J	677 BELMONT AVE # 1 BROOKLYN NY11207	1	\$155.00	\$90.26	GBJ3787
CRUZ CHARLIE J	6024 78TH AVE FL 2 RIDGEWOOD NY11385	1	\$75.00	\$5.24	JAA5888
CRUZ CHERICE J	2561 43RD ST # 3C ASTORIA NY11103	2	\$230.00	\$168.76	FSM4668
CRUZ CHRIS J	1345 5TH AVE # 4B NEW YORK NY10029	7	\$755.00	\$478.63	GEL3561
CRUZ DAVID J	417 E 151ST ST # 4A BRONX NY10455	3	\$350.00	\$159.81	GUV7326
CRUZ DAVID J	417 E 151ST ST # 4A BRONX NY10455	4	\$500.00	\$224.60	GZH3221
CRUZ DAVID J	5823 70TH AVE BSMT GLENDALE NY11385	12	\$1,465.00	\$451.05	HFA5681
CRUZ DEIRDRE J	825 E 217TH ST # 3 BRONX NY10467	2	\$245.00	\$104.28	GGT7993
CRUZ DEIRDRE J	825 E 217TH ST # 3 BRONX NY10467	1	\$124.00	\$59.44	GNK4370
CRUZ DIONICIO J	519 CHESTER ST # 1A BROOKLYN NY11212	5	\$654.00	\$116.01	HLE3186
CRUZ EDUARDO J	824 70TH ST # 2 BROOKLYN NY11228	1	\$175.00	\$79.89	ENM5120
CRUZ EDWIN J	16 JACKSON ST # 2A NEW YORK NY10002	5	\$725.00	\$124.77	GFE9831
CRUZ ELAINE J	233 W 134TH ST # 4B NEW YORK NY10030	1	\$100.00	\$58.02	DCF4127
CRUZ ELISANDRO J	3000 PARK AVE # 4D BRONX NY10451	5	\$575.00	\$79.78	FSY6988
CRUZ FRANCISCO J	483 WILLIS AVE # 1C BRONX NY10455	4	\$575.00	\$336.79	ETK6840
CRUZ GERMAN J	1662 VYSE AVE # 1B BRONX NY10460	2	\$260.00	\$104.17	GKV1377
CRUZ ISRAEL J	270 PULASKI ST BROOKLYN NY11206	10	\$1,400.00	\$319.74	GXB5412
CRUZ J	233 STANHOPE ST # 2L BROOKLYN NY11237	3	\$335.00	\$162.80	GFC6063
CRUZ J	233 STANHOPE ST # 2L BROOKLYN NY11237	1	\$95.00	\$57.82	GHR5312
CRUZ JAMEN	17 ALASKA ST STATEN ISLAND NY10310	2	\$250.00	\$84.16	FEC6031
CRUZ JAMES J	419 E 93RD ST 23G NE YORK NY10128	2	\$250.00	\$65.75	43T376 SD
CRUZ JASON J	31 NORTH ST # E2 BRONX NY10468	2	\$250.00	\$25.07	JEJ7668
CRUZ JEFFREY J	1626 LEXINGTON AVE # NEW YORK NY10029	24	\$3,245.00	\$1,801.27	GMV2798
CRUZ JOHANNY J	216 W 64TH ST # 1C NEW YORK NY10023	1	\$125.00	\$16.09	JCU6356
CRUZ JONATHAN J	631 JEFFERSON PL # 2 BRONX NY10456	3	\$355.00	\$118.69	HES2694
CRUZ JOSE J	1555 GRAND CONCOURSE BRONX NY10452	1	\$105.00	\$38.03	FLP6246
CRUZ JOSE J	422 RIDGEWOOD AVE # BROOKLYN NY11208	8	\$1,100.00	\$93.56	JGK5129
CRUZ JOSHUA J	3510 DECATUR AVE # 6 BRONX NY10467	2	\$223.00	\$206.87	89RH75
CRUZ JOSHUA J	1516 BEACH AVE # 8 BRONX NY10460	2	\$180.00	\$34.83	90TC81
CRUZ JUAN J	331 BEACH 31ST ST # FAR ROCKAWAY NY11691	1	\$120.00	\$46.26	HGF2242
CRUZ JUAN J	331 BEACH 31ST ST # FAR ROCKAWAY NY11691	1	\$175.00	\$64.29	HGF2903
CRUZ JUAN J	10910 160TH ST # 5H JAMAICA NY11433	3	\$335.00	\$78.01	HSB4840
CRUZ JUSTIN J	5210 BROADWAY # 13B BRONX NY10463	1	\$75.00	\$27.34	HES8018
CRUZ JUSTIN J	2785 SAMPSON AVE # 2 BRONX NY10465	1	\$175.00	\$52.95	545PAW FL
CRUZ KENNY J	1122 ANDERSON AVE # BRONX NY10452	6	\$795.00	\$106.57	JCA8091
CRUZ KYRA J	1802 STORY AVE # 2D BRONX NY10473	8	\$990.00	\$558.39	GKZ7832

CRUZ LUIS J	856 GREENE AVE # 1R BROOKLYN NY11221	1	\$175.00	\$127.59	FFL8381
CRUZ LUIS J	2500 BARNES AVE # 3B BRONX NY10467	2	\$200.00	\$101.90	GML1839
CRUZ LUIS J	212 THROOP AVE # 13F BROOKLYN NY11206	1	\$175.00	\$34.89	HDV3846
CRUZ LUIS J	2936 GREENE PL BRONX NY10465	5	\$515.00	\$66.31	HJA2477
CRUZ MANNY J	1879 CLINTON AVE # 5 BRONX NY10457	1	\$75.00	\$4.85	HITC9857
CRUZ MARK J	14 PURDUE ST # 2 STATEN ISLAND NY10314	1	\$95.00	\$65.67	ETX5293
CRUZ MARTINEZ J	556 KLONDIKE AVE STATEN ISLAND NY10314	3	\$270.00	\$20.46	JFX8645
CRUZ MELISSA J	141 BEACH 56TH PL # ARVERNE NY11692	3	\$275.00	\$90.12	HLB3470
CRUZ MIRANDA J	1061 E 226TH ST FL 3 BRONX NY10466	5	\$675.00	\$290.21	GZH2323
CRUZ NICHOLAS J	100 EL CAMINO LOOP STATEN ISLAND NY10309	4	\$286.00	\$78.92	GWN3642
CRUZ OZZIE J	6801 BAY PKWY # 9F BROOKLYN NY11204	10	\$1,070.00	\$640.09	GDG6286
CRUZ PHILIP J	970 MYRTLE AVE # 1 BROOKLYN NY11206	1	\$105.00	\$22.23	HISF3427
CRUZ ROBERT J	2080 1ST AVE # 2004 NEW YORK NY10029	2	\$350.00	\$175.08	GSV8600
CRUZ ROBIN J	6514 PARSONS BLVD # FRESH MEADOWS NY11365	2	\$215.00	\$148.87	EYC3493
CRUZ ROBIN J	6514 PARSONS BLVD # FRESH MEADOWS NY11365	9	\$1,125.00	\$641.09	FFZ9717
CRUZ ROSENDO J	PO BOX 110904 BROOKLYN NY11211	1	\$75.00	\$6.54	FSX5804
CRUZ ROY J	8628 125TH ST RICHMOND HILL NY11418	1	\$155.00	\$10.07	FZR6946
CRUZ SABRINA J	950 E 181ST ST # 3 BRONX NY10460	1	\$166.00	\$95.35	GKF3558
CRUZ SAMUEL J	2151 CRUGER AVE # 1B BRONX NY10462	11	\$1,260.00	\$197.09	HYB5137
CRUZ SAUL J	226 STEUBEN ST STATEN ISLAND NY10304	3	\$325.00	\$192.54	CRUZ80
CRUZ SAUL J	226 STEUBEN ST STATEN ISLAND NY10304	5	\$625.00	\$355.08	HX59884
CRUZ TABALES J	239 ROBINSON AVE # 2 BRONX NY10465	1	\$125.00	\$68.29	GJE3920
CRUZ WENDY J	105 PINEHURST AVE 52 NEW YORK NY10033	4	\$466.00	\$212.32	GXT3525
CRUZ WILLIAM J	1884 ARTHUR AVE # 2B BRONX NY10457	1	\$105.00	\$52.79	EGZ9043
CRUZ WILLIAM J	7923 60TH LN # 2 GLENDALE NY11385	1	\$125.00	\$38.10	FEX9495
CRUZ YENFRI J	1841 BILLINGSLEY TER BRONX NY10453	1	\$75.00	\$12.13	T470095C
CRUZ YENFRI J	1841 BILLINGSLEY TER BRONX NY10453	1	\$50.00	\$16.28	T470095C
CRUZ FLORENTINO C J	10521 53RD AVE # 2 CORONA NY11368	8	\$1,010.00	\$86.60	HXA8243
CRUZ GARCIA JOSE J	34 ROE ST STATEN ISLAND NY10310	2	\$180.00	\$32.30	HSJ3313
CRUZ JIMENEZ MARCOS J	37 VERMILYEA AVE # 4 NEW YORK NY10034	3	\$445.00	\$172.90	31348MH
CRUZ-PENA CARLOS J	204 E 96TH ST # 4B NEW YORK NY10128	1	\$95.00	\$27.41	HHC2040
CRUZ-RODRIGUEZ J N	562 PARK AVE # 3C BROOKLYN NY11206	1	\$175.00	\$21.13	JCK1837
CRUZ TORRES ARMANDO J	522 47TH ST BROOKLYN NY11220	2	\$280.00	\$25.22	JGM5038
CRUZ TORRES RJ	522 47TH ST BROOKLYN NY11220	2	\$280.00	\$33.09	HLM9003
CRUZ-VEGA PAUL J	3534 21ST ST # 3E LONG IS CITY NY11106	1	\$175.00	\$84.69	GLR9434
CRUZ-VENTURA JR	226 MANHATTAN AVE # BROOKLYN NY11206	1	\$105.00	\$6.35	GDP2234
JAVIER CRUZ R	7425 88TH RD WOODHAVEN NY11421	6	\$750.00	\$542.04	FMC5980

Data Loaded: 11/25/2020

ECB Period Ending Date: 10/31/2020

This search ECB's for JAV CRUZ has returned 1 result

Name	Violation #	Order Date	Notice Date	Docket Date	Balance Due	Satisfaction
CRUZ JAVIER	0202884670	1/18/19	3/04/19	4/19	\$112.00	

Address: 35-18 88 STREET JACKSON HEIGHTS 11372
Data Loaded: 11/25/2020

TAB Book Date: 11/21/2020

This search TAB's for REB PEREZ has returned 5 results

Name	Violation #	DLN	Issue Date	File Date	NIJ Date	Birth Date	Current Amount
PEREZ	113931254	2400444914001	2/2/2018	4/20/2018	4/21/2018	5/7/1974	\$150.00
Address: 405 E 92 ST NEW YORK NY 10128							
PEREZ	116046600	2400454992501	3/26/2019	6/21/2019	6/22/2019	2/9/1991	\$150.00
Address: 889 ST NICHOLAS AVE NEW YORK NY 10032							
REBECA PEREZ	100527626	2400308532101	6/22/2009	10/26/2009		5/12/1961	\$246.70
Address: 4222 69TH STREET BROOKLYN NY 11206							
REBECCA PEREZ	094635155	2400281042901	11/12/2004	2/24/2005		3/16/1964	\$207.38
Address: 120 ST NICHOLAS AVE BROOKLYN NY 11035							
REBEKAH PEREZ	117067336	2400459613101	8/29/2019	12/20/2019	12/21/2019	5/1/2002	\$149.00
Address: 65 THOMPkins AVE BROOKLYN NY 11206							

Data Loaded: 11/25/2020

PEREZ NELSON R	1909 AMSTERDAM AVE # NEW YORK NY10032	5	\$710.00	\$335.93	233VD3 MA
PEREZ OSVALDO R	1005 ESPLANADE AVE # BRONX NY10461	4	\$680.00	\$418.02	GJM2571
PEREZ OSVALDO R	1005 ESPLANADE AVE # BRONX NY10461	6	\$770.00	\$467.45	GJM2885
PEREZ R CARLOS	1418 E 95TH STREET BROOKLYN NY11236	1	\$125.00	\$0.00	8700315333
PEREZ R FRANCISCO	1166 GRND CNCRS 29F BRONX NY10456	1	\$105.00	\$0.00	7022790553
PEREZ R FRANCISCO	1166 GRND CNCRS 29F BRONX NY10456	1	\$120.00	\$0.00	7611239685
PEREZ RANTON R	566 46TH ST BROOKLYN NY11220	2	\$280.00	\$85.70	T487182C
PEREZ REBECCA A	69 RIDGEWOOD AVE BROOKLYN NY11207	1	\$125.00	\$51.30	GRA3629
PEREZ REBECCA M	318 QUINCY AVE BRONX NY10465	2	\$220.00	\$45.09	HDS4708
PEREZ RICHARD R	45 66 196 PL FLUSHING NY11358	1	\$30.00	\$16.82	FJK5464
PEREZ SALVADOR R	1968 MARMION AVE # 4 BRONX NY10460	53	\$7,090.00	\$2,091.93	DEB7453
PEREZ SERGIO R	1128 70TH ST # 2F BROOKLYN NY11228	2	\$200.00	\$78.01	HBV4436
PEREZ SERGIO R	1128 70TH ST # 2F BROOKLYN NY11228	2	\$150.00	\$55.72	HCV1349
PEREZ TOYIA R	419 E 93RD ST # 16F NEW YORK NY10128	8	\$1,000.00	\$426.46	GMZ8341
PEREZ TRAVIS R	255 E 176TH ST # 2B BRONX NY10457	4	\$510.00	\$48.77	YT646 RI
PEREZ WILLIAM R	2140 CRUGER AVE # A- BRONX NY10462	4	\$570.00	\$357.47	CUW9816
PEREZ WILLIAM R	906 SIMPSON ST # 2D BRONX NY10459	7	\$847.00	\$86.88	JEJ6939
PEREZ WILMAN R	1138 MCBRIDE STREET FAR ROCKAWAY NY11691	1	\$75.00	\$0.00	5066245534
PEREZ WILMAN R	1138 MCBRIDE STREET FAR ROCKAWAY NY11691	1	\$75.00	\$0.00	5066583490
PEREZ YOVANA R	18802 64TH AVE # 1A FRESH MEADOWS NY11365	1	\$105.00	\$11.21	GVJ8910
PEREZ-CASTRILLO R	933 ROCKAWAY AVE BROOKLYN NY11212	1	\$75.00	\$15.12	ENM4677
PEREZ-DEJESUS ANA R	853 ELSMERE PL # 4F BRONX NY10460	2	\$230.00	\$107.48	FYS1260
PEREZ-DIAZ JUNIOR R	215 E 197TH ST # 1A BRONX NY10458	7	\$1,045.00	\$621.15	GFS7180
PEREZDOMINGUEZ JR	570 ELTON ST FL 2 BROOKLYN NY11208	10	\$1,135.00	\$363.75	T679011C
PEREZGONZALEZ Y R	857 KNICKERBOCKER 1 BROOKLYN NY11207	2	\$350.00	\$176.88	GNT6754
PEREZ-HERNANDEZ D R	419 BLAKE AVE # 10G BROOKLYN NY11212	4	\$420.00	\$196.22	GXX2754
PEREZMARTINEZ RD	1155 WALTON AVE # 4A BRONX NY10452	1	\$175.00	\$62.49	HBN1125
PEREZMARTINEZ RA	2760 DECATUR AVE BSM BRONX NY10458	1	\$75.00	\$20.45	T707990C
PEREZ-MARTINEZ R M	30 W 190TH ST # 2J BRONX NY10468	7	\$770.00	\$544.93	FZE3354
PEREZMELENDEZ ANNA R	2001 STORY AVE # 8M BRONX NY10473	1	\$125.00	\$80.12	GCR5754
PEREZORTEGA ERIC R	676 NEREID AVE # 3 BRONX NY10470	3	\$475.00	\$174.16	HES1649
PEREZPACHECO R R	238 FT WASHNGTN BSMT NEW YORK NY10032	1	\$104.00	\$31.22	HCU9260
PEREZPACHECO R R	238 FT WASHNGTN BSMT NEW YORK NY10032	15	\$1,909.00	\$453.60	HPK2189
PEREZPENA JOSE R	370 MORRIS AVE BRONX NY10451	3	\$375.00	\$24.54	JKW5629
PEREZ-PERALTA JUAN R	515 W 172ND ST # 1C NEW YORK NY10032	3	\$390.00	\$232.38	EBN4777
PEREZPICILARDO R S	180 PINE ST # 2 BROOKLYN NY11208	1	\$95.00	\$6.78	T744080C
PEREZRAMIREZ E R	3809 65TH ST # 1 WOODSIDE NY11377	2	\$200.00	\$12.19	JEF8314
PEREZROSARIO F R	1720 DR MRTN L KN # BRONX NY10453	1	\$105.00	\$51.17	GSW3958
PEREZ-SANTIAGO R	4012 VERNON BLVD # 6 LONG IS CITY NY11101	1	\$105.00	\$50.09	ENJ5954
PEREZSURIEL YUNIOR R	626 THROGGS NECK EXP BRONX NY10465	5	\$504.00	\$89.15	HFA3705
PEREZTATIS PABLO R	545 E 146TH ST # 2C BRONX NY10455	3	\$385.00	\$72.26	HBR8378
PEREZTEJEDA JIMMY R	3097 HEATH AVE # D BRONX NY10463	2	\$187.00	\$43.62	HGR8409
PEREZTRABAZO R	2148 81ST ST EAST LMIHURST NY11370	5	\$555.00	\$176.25	GLU4029

Data Loaded: 11/25/2020

DataTrace

Documents related to: BEC PEREZ

Judgment Docket & Lien Information:

No data found Judgment/Liens for BEC PEREZ in Kings COUNTY.

TAB Book Date: 11/21/2020

This search TAB's for BEC PEREZ has returned 3 results

Name	Violation #	DLN	Issue Date	File Date	NIJ Date	Birth Date	Current Amount
PEREZ	113931254	2400444914001	2/2/2018	4/20/2018	4/21/2018	5/7/1974	\$150.00
Address: 405 E 92 ST NEW YORK NY 10128							
PEREZ	116046600	2400454992501	3/26/2019	6/21/2019	6/22/2019	2/9/1991	\$150.00
Address: 889 ST NICHOLAS AVE NEW YORK NY 10032							
BECKY PEREZ	102226567	2400308869101	8/8/2009	11/23/2009		6/19/1984	\$245.44
Address: 175 PAWSKIL RD HUNTINGTON STAT NY 11746							

Data Loaded: 11/25/2020

DataTrace

Documents related to: JAV CRUZ

Judgment Docket & Lien Information:

This search Judgment/Liens for JAV CRUZ in Kings COUNTY has returned 16 results

Judgment Docket - Control Number 002034285 01

Docketing Data:

Docketing Date: 9/15/2010
Docketing Time: 10:01 AM
Effective Date: 5/10/2004
Effective Time: 10:00 AM
Clerk / Seq #: JDLS CRM 001

Debtor / Corporation:

Name: CRUZ, JAVIER T
Type: I
Address: 315 CENTRAL AVENUE
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$45.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 93K035396
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK
Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 9/15/2010

Judgment Docket - Control Number 003808798 01**Docketing Data:**

Docketing Date: 11/19/2018
Docketing Time: 10:00 AM
Effective Date: 11/15/2018
Effective Time: 10:00 AM
Clerk / Seq #: JDLSCRIM 024

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 551 WARREN STREET
City: BROOKLYN
ZipCode: 11217
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$250.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: CR-049944-18KN
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK

Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
ZipCode: 11201

Sheriff's Execution:
Operator ID:

Download Date: 11/19/2018

Judgment Docket - Control Number 003669464 01**Docketing Data:**

Docketing Date: 9/21/2017
Docketing Time: 10:00 AM
Effective Date: 9/20/2017
Effective Time: 10:00 AM
Clerk / Seq #: JDLS CRM 054

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 77 STONE AVENUE
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$250.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2017KN043736
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK
Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 9/21/2017

Judgment Docket - Control Number 003319261 01**Docketing Data:**

Docketing Date: 9/25/2014
Docketing Time: 10:00 AM
Effective Date: 9/24/2014
Effective Time: 10:00 AM
Clerk / Seq #: JDLSCRIM 048

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 367 HOWARD AVENUE
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$120.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2014KN052638
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK

Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 9/25/2014

Judgment Docket - Control Number 003105274 01**Docketing Data:**

Docketing Date: 1/11/2013
Docketing Time: 10:00 AM
Effective Date: 1/9/2013
Effective Time: 10:00 AM
Clerk / Seq #: JDLS CRM 142

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 20 27 MADISON AVENUE
City: MANHATTAN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$120.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2013KN001839
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK
Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 1/11/2013

Judgment Docket - Control Number 003034923 01**Docketing Data:**

Docketing Date: 6/29/2012
Docketing Time: 10:00 AM
Effective Date: 6/28/2012
Effective Time: 10:00 AM
Clerk / Seq #: JDLSCRM 088

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 333 BUFFALO AVEN
City: BROOKLYN
ZipCode:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$200.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2012KN028120
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK
Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
ZipCode: 11201

Sheriff's Execution:
Operator ID:

Download Date: 6/29/2012

Judgment Docket - Control Number 002985058 01**Docketing Data:**

Docketing Date: 2/23/2012
Docketing Time: 10:00 AM
Effective Date: 2/22/2012
Effective Time: 10:00 AM
Clerk / Seq #: JDLSCRIM 114

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 778 MACDONOUGH S
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$200.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2012KN012576
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK

Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 2/23/2012

Judgment Docket - Control Number 002985050 01**Docketing Data:**

Docketing Date: 2/23/2012
Docketing Time: 10:00 AM
Effective Date: 2/22/2012
Effective Time: 10:00 AM
Clerk / Seq #: JDLSCRIM 106

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 778 MACDONOUGH S
City: BROOKLYN
ZipCode:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$120.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2012KN006881
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK
Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
ZipCode: 11201

Sheriff's Execution:
Operator ID:

Download Date: 2/23/2012

Judgment Docket - Control Number 002984996 01**Docketing Data:**

Docketing Date: 2/23/2012
Docketing Time: 10:00 AM
Effective Date: 2/22/2012
Effective Time: 10:00 AM
Clerk / Seq #: JDLS CRM 052

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 778 MACDONOUGH S
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$200.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2011KN085105
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK

Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 2/23/2012

Judgment Docket - Control Number 002880814 01**Docketing Data:**

Docketing Date: 6/26/2012
Docketing Time: 10:01 AM
Effective Date: 6/24/2011
Effective Time: 10:00 AM
Clerk / Seq #: JDLS CRM 008

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 778 MACDONOUGH S
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$120.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2011KN049958
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK

Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 6/26/2012

Judgment Docket - Control Number 003901143 01**Docketing Data:**

Docketing Date: 10/17/2019

Docketing Time: 10:00 AM

Effective Date: 10/15/2019

Effective Time: 10:00 AM

Clerk / Seq #: NYSTAX 160

Debtor / Corporation:

Name: CRUZ, JAVIER I

Type: I

Address: 205 WYCKOFF AVE

City: BROOKLYN NY

ZipCode: 11237

Occupation:

Satisfaction Data:

Type:

Date:

Amount: \$593.24

Remarks:

No Remarks

Source Document:

Type: JDB - NY STATE TAX WARRANT

County: KINGS

Court:

Index #: E414011154

Total Debtors: 01

Creditor:Name: NY STATE DEPT OF TAXATION AND
FINANCE

Type: C

Address: W A HARRIMAN CAMPUS

City ID: ALBANY NY

ZipCode: 12227

Sheriff's Execution:

Operator ID:

Download Date: 10/16/2019

Judgment Docket - Control Number 003657251 01**Docketing Data:**

Docketing Date: 8/14/2017
Docketing Time: 10:00 AM
Effective Date: 8/11/2017
Effective Time: 10:00 AM
Clerk / Seq #: JDLSCRM 016

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 75 STONE AVENUE
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$120.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2016KN051758
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK

Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 8/14/2017

Judgment Docket - Control Number 003628486 01**Docketing Data:**

Docketing Date: 6/6/2017
Docketing Time: 10:00 AM
Effective Date: 6/4/2017
Effective Time: 10:00 AM
Clerk / Seq #: JDLSCRIM 108

Debtor / Corporation:

Name: CRUZ, JAVIER

Type: I
Address: 77 STONE AVENUE
City: BROOKLYN
Zip Code:
Occupation:

Creditor Attorney:

Name: DISTRICT ATTORNEY OF KINGS COUNTY
Address: 350, JAY STREET
City: BROOKLYN
Zip Code: 11201
Type: C

Satisfaction Data:

Type:
Date:
Amount: \$250.00

Remarks:

No Remarks

Source Document:

Type: JDB - TRANSCRIPT OF JUDGMENT
County: KINGS
Court: CRIMINAL COURT
Index #: 2017KN031582
Total Debtors: 01

Creditor:

Name: CRIMINAL COURT OF THE CITY OF NEW YORK
Type: C
Address: 120 SCHERMERHORN ST
City ID: BROOKLYN
Zip Code: 11201

Sheriff's Execution:
Operator ID:

Download Date: 6/6/2017

SCHEDULE C

Prepared by: CHRISTOPHER CHAKPOD

BALLOON NOTE

LOAN #:

WITH BALLOON PAYMENT

FEBRUARY 27, 2007
Date

City

NEW YORK
State132 LOGAN ST, BROOKLYN, NY 11208
Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 25,000.00 (this amount will be called "principal"), plus interest, in the order of the Lender. The Lender is Countrywide Bank, N.A. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 9.500 %. Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 192.23. I will make my payments on the day 1st of each month beginning on May, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on APRIL 01, 2022, I still owe amounts under this Note, I will pay all those amounts, in full, on that date. I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any of my monthly payments by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment, but not less than U.S. \$ NOT APPLICABLE and not more than U.S. \$ NOT APPLICABLE. I will pay this late charge only once on any late payment.

(B) Notice from Note Holder
If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(C) Default
If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated FEBRUARY 27, 2007, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

CONF
Fixed Second NY Note with Balloon Payment
2007447 (06/05/04)

Page 1 of 2



610 164264563 N 001 001

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

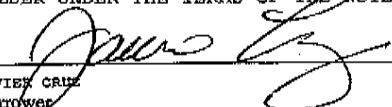
DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

THE TERM OF THE LOAN IS 15 YEARS. AS A RESULT, YOU WILL BE REQUIRED TO REPAY THE ENTIRE PRINCIPAL BALANCE AND ANY ACCRUED INTEREST THEN OWING 15 YEARS FROM THE DATE ON WHICH THE LOAN IS MADE.

THE LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN AT THE END OF ITS TERM. THEREFORE, YOU MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS YOU OWN OR YOU MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN.

ASSUMING THIS LENDER OR ANOTHER LENDER REFINANCES THIS LOAN AT MATURITY, YOU WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE ON THIS LOAN. YOU MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.

THIS IS A BALLOON PAYMENT NOTE AND THE FINAL PAYMENT OR BALANCE DUE UPON MATURITY IS \$ 19,712.31 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE NOTE HOLDER UNDER THE TERMS OF THE NOTE.

 (Seal)
JAVIER CAIN
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

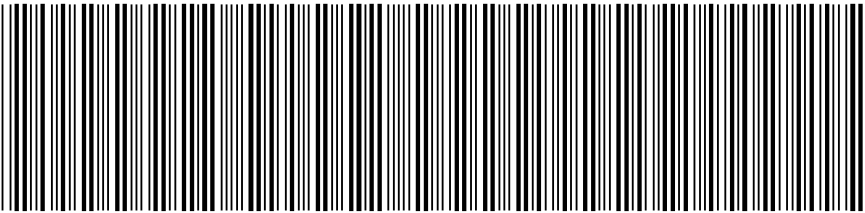


(Sign Original Only)

CONV
• Fixed Second NY Note with Balloon Payment
2C887-NY (06/06)

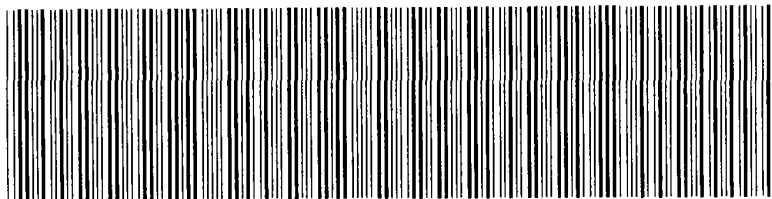
Page 2 of 2

<p>PAY TO THE ORDER OF: COUNTRYWIDE HOME LOANS, INC. WITHOUT RECOURSE COUNTRYWIDE BANK, N.A. BY: <u>Laurie Meder</u> LAURIE MEDER, SVP</p>	<p>PAY TO THE ORDER OF: COUNTRYWIDE HOME LOANS, INC. WITHOUT RECOURSE COUNTRYWIDE HOME LOANS, INC. BY: <u>Michele Solander</u> MICHELE SOLANDER, SVP</p>
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SCHEDULE D

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.		 2007030800307001001EB219																									
RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 14																											
Document ID: 2007030800307001 Document Type: MORTGAGE Document Page Count: 12		Document Date: 02-27-2007 Preparation Date: 03-08-2007																									
PRESENTER: REAL ESTATE ONE, LLC 429 FORBES AVE SUITE 1201 PITTSBURGH, PA 15219 888-736-5553 molbrys@realestate-one.com		RETURN TO: REAL ESTATE ONE, LLC 429 FORBES AVE SUITE 1201 PITTSBURGH, PA 15219 888-736-5553 molbrys@realestate-one.com																									
PROPERTY DATA																											
Borough BROOKLYN	Block Lot 4125 21	Unit Entire Lot	Address 132 LOGAN STREET Property Type: DWELLING ONLY - 1 FAMILY																								
CROSS REFERENCE DATA																											
CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____																											
PARTIES																											
MORTGAGOR/BORROWER: JAVIER CRUZ 132 LOGAN STREET BROOKLYN, NY 11208 x Additional Parties Listed on Continuation Page		MORTGAGEE/LENDER: COUNTRYWIDE BANK, NA 1199 NORTH FAIRFAX STREET, SUITE 500 ALEXANDRIA, VA 22314																									
FEES AND TAXES																											
Mortgage <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Mortgage Amount:</td> <td style="width: 10%;">\$</td> <td style="width: 30%;">25,000.00</td> </tr> <tr> <td>Taxable Mortgage Amount:</td> <td>\$</td> <td>25,000.00</td> </tr> <tr> <td>Exemption:</td> <td></td> <td></td> </tr> </table>		Mortgage Amount:	\$	25,000.00	Taxable Mortgage Amount:	\$	25,000.00	Exemption:			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Filing Fee:</td> <td style="width: 10%;">\$</td> <td style="width: 30%;">0.00</td> </tr> <tr> <td>NYC Real Property Transfer Tax:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>NYS Real Estate Transfer Tax:</td> <td>\$</td> <td>0.00</td> </tr> </table>		Filing Fee:	\$	0.00	NYC Real Property Transfer Tax:	\$	0.00	NYS Real Estate Transfer Tax:	\$	0.00						
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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2007030800307001001CB099

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 14

Document ID: 2007030800307001

Document Date: 02-27-2007

Preparation Date: 03-08-2007

Document Type: MORTGAGE

PARTIES

MORTGAGOR/BORROWER:

REBECCA PEREZ

132 LOGAN STREET

BROOKLYN, NY 11208

After Recording Return To:

REO Land Services, Inc.
429 Forbes Ave., Suite 1201
Pittsburgh, PA 15219

XX
XX
XX
XX

(Space Above This Line For Recording Data)

00016426456302007

(Doc ID #)

MORTGAGE

MIN1001337-0002029681-3

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Mortgage." This document, which is dated FEBRUARY 27, 2007, will be called the "Mortgage."
(B) "Borrower."

JAVIER CRUZ and REBECCA PEREZ

ONLY TO BE USED BY A
ONE OR TWO FAMILY DWELLING
ONLY

whose address is
132 LOGAN STREET, BROOKLYN, NY 11208
will sometimes be called the "Borrower" and sometimes simply "I."
(C) "Lender."

Countrywide Bank, N.A.
will be called the "Lender." Lender is
A NATL. ASSN.

which was formed and which exists under the laws of THE UNITED STATES
address is
1199 North Fairfax St. Ste.500, Alexandria, VA 22314

Lender's

THE PREMISES ARE IMPROVED OR ARE TO BE IMPROVED BY A ONE OR TWO
FAMILY RESIDENCE OR DWELLING ONLY.

Section: _____ Block: _____ Lot: _____ Unit: _____

NEW YORK - SECOND MORTGAGE - 1/80 - FNMA/PHLMC UNIFORM INSTRUMENT WITH MERS

Form 3833

75N(NY) (0608) CHL (08/08)(d)

Page 1 of 11
VMP Mortgage Solutions, Inc.

Amended 4/01



* 2 3 9 8 1 *



* 1 6 4 2 6 4 5 6 3 0 0 0 0 1 0 7 6 N *

DOC ID #: 00016426456302007

(D) "Note." The junior lien note signed by Borrower and dated FEBRUARY 27, 2007, and extensions and renewals of that note, will be called the "Note." The Note shows that I owe Lender U.S. \$25,000.00 plus interest, which I have promised to pay in full by

APRIL 01, 2022

(E) "Property." The property that is described below in the section titled "Description of the Property" will be called the "Property."

(F) "MERS." The Mortgage Electronic Registration System, Inc. will be called "MERS." MERS is a separate corporation that is acting solely as nominee for Lender (as defined in (C) above) and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to MERS, (solely as nominee for Lender and Lender's successors and assigns), subject to the terms of this Mortgage. I understand and agree that MERS holds only legal title to the interests granted by me in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, discharging this Mortgage. This means that, by signing this Mortgage, I am giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I do not:

(A) Pay all the amounts that I owe Lender as stated in the Note;

(B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my promises and agreements under this Mortgage.

With respect to the amounts that I owe under the Note and under this Mortgage, I waive the benefit of the right which is known as the "homestead exemption." A homestead exemption is a property owner's right to keep a portion of his property (usually up to a certain dollar amount) free from the claims of creditors. My waiver of this right means that the Lender may exercise all of its rights under this Mortgage as if I were not entitled, under law, to the benefits of a homestead exemption.

DESCRIPTION OF THE PROPERTY

I give Lender rights in the following Property:

(A) The property which is located at

132 LOGAN ST, BROOKLYN

(Street, City)

New York 11208 This Property is in KINGS

(Zip)

County in the State of New York. It has the following legal description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

JC RC

DOC ID #: 00016426456302007

- (B) All buildings, structures and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section; and
- (E) All of the property described in paragraphs (B) through (D) of this section that I acquire in the future, and all rights described in paragraphs (B) through (D) of this section that I acquire in the future.

It may be that I do not own the Property but am a tenant under a lease. In that case, the rights I am giving to Lender by this Mortgage are rights in my tenancy.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property other than claims and charges of record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because, as a result of something I have done, someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

UNIFORM PROMISES

I promise and I agree with Lender as follows:

1. **BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS**
I will promptly pay to Lender when due principal and interest under the Note and late charges as stated in the Note.

2. **AGREEMENTS ABOUT MONTHLY PAYMENTS FOR TAXES AND INSURANCE**
(A) **Borrower's Obligation to Make Monthly Payments to Lender for Taxes and Insurance**
I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender (i) unless Lender tells me, in writing, that I do not have to do so or (ii) unless the law requires otherwise. Also, I will not have to pay to Lender any amount for which I am already making monthly payments to the holder of any superior mortgage or deed of trust, if it is a savings or banking institution. I will make those payments on the same day that my monthly payments of principal and interest are due under the Note.

The amount of each of my payments under this Paragraph 2 will be the sum of the following:

- (i) One-twelfth of the estimated yearly taxes, assessments (including condominium and planned unit development assessments, if any) and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus
- (ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus
- (iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any).

JC RL

DOC ID #: 00016426456302007

Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.")

The amounts that I pay to Lender for taxes and insurance under this Paragraph 2 will be called the "Funds." The Funds are additional protection for Lender in case I do not fulfill my obligations under the Note and under this Mortgage.

(B) Lender's Obligations Concerning Borrower's Monthly Payments for Taxes and Insurance

Lender will keep the Funds in a savings or banking institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. If Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds, and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Mortgage, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

If, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due under the Note and under this Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under Paragraph 20 below, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under this Mortgage.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

- (A) First, to pay the amounts then due to Lender under Paragraph 2 above;
- (B) Next, to pay interest then due under the Note; and
- (C) Next, to pay principal then due under the Note.

JC RC

DOC ID #: 00016426456302007

4. BORROWER'S OBLIGATION TO PAY PRIOR MORTGAGES, CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will keep all promises that I have made in any superior mortgage or deed of trust, including my promises to make payments when due. I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will see that any claim, demand or charge that is made against the Property because an obligation has not been fulfilled (known as a "lien") is promptly paid or satisfied if the lien may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property.

5. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

I will obtain hazard insurance to cover all buildings, structures and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals, subject to the terms of any superior mortgage or deed of trust.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed, or if it is not mailed, on the date the notice is delivered.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE AND CONDOMINIUM AND PUD DOCUMENTS

I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. If the Property is a unit in a condominium or in a planned unit development, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the condominium or the planned unit development.

7. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 7 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions.

DOC ID #: 00016426456302007

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 7, Lender does not have to do so.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. However, before one of those inspections is made, Lender must give me notice stating a reasonable purpose for the inspection. That purpose must be related to Lender's rights in the Property.

9. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender, subject to the terms of any superior mortgage or deed of trust.

10. BORROWER'S OBLIGATIONS TO PAY MORTGAGE INSURANCE PREMIUMS

If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay premiums in the manner described in Paragraph 2 above.

11. CONTINUATION OF BORROWER'S OBLIGATIONS

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

12. CONTINUATION OF LENDER'S RIGHTS

Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right, under Paragraph 20 below, to demand that I make Immediate Payment In Full (see Paragraph 20 for a definition of this phrase) of the amount that I owe to Lender under the Note and under this Mortgage.

13. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

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14. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Subject to the terms of Paragraph 19 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Mortgage. (In this Mortgage, the word "person" means any person, organization, governmental authority or any other party.)

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage. Any person signing this Mortgage but not signing the Note also agrees (i) that Lender may allow any other Borrower to delay or to change payments due under the Note or under this Mortgage and (ii) that Lender may make other accommodations under the Note or under this Mortgage. Lender may do this without obtaining anyone's consent and without modifying the effect of this Mortgage.

15. AGREEMENT ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE

Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it by certified mail addressed to me at the address stated in the section above titled "Description Of The Property." A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it by certified mail to Lender's address stated in paragraph (C) of the section above titled "Words Used Often In This Document." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 15.

16. LAW THAT GOVERNS THIS MORTGAGE

The state and local law that applies in the place that the Property is located will govern this Mortgage. This will not limit Federal law that applies to this Mortgage. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

As used in this Mortgage, the words "costs", "expenses" and "attorneys' fees" include all amounts not prohibited by applicable law or limited in this Mortgage.

17. BORROWER'S COPY OF THE NOTE AND OF THIS MORTGAGE

I will be given copies of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.



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18. REHABILITATION LOAN AGREEMENT

I will comply with all of the terms and conditions of any home rehabilitation, improvement, repair, modernization, remodeling or similar loan agreement I have with Lender. If Lender requests it, I will sign and give to Lender an assignment of any rights or claims I might have against persons who supply labor, materials or services in connection with improving the Property. This assignment will be in a form acceptable to Lender.

19. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Lender may require immediate payment in full of all sums secured by this Mortgage if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Mortgage.

If Lender requires immediate payment in full under this Paragraph 19, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Mortgage without giving me any further notice or demand for payment.

NON-UNIFORM PROMISES

I also promise and agree with Lender as follows:

20. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If all of the conditions stated in subparagraphs (A), (B), and (C) of this Paragraph 20 are satisfied, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment In Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from me under the Note and under this Mortgage, Lender may obtain a court judgment against me personally for the difference between all amounts due from me under the Note and this Mortgage and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law.

Lender may require Immediate Payment In Full under this Paragraph 20 only if all of the following conditions are satisfied:

- (A) I fail to keep any promise or agreement made in this Mortgage, including the promises to pay when due the amounts that I owe to Lender under the Note and under this Mortgage; and
- (B) Lender gives to me, in the manner described in Paragraph 15 above, a notice that states:
 - (i) The promise or agreement that I failed to keep;
 - (ii) The action that I must take to correct that failure;
 - (iii) A date by which I must correct the failure. That date must be at least 10 days from the date on which the notice is mailed to me;

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- (iv) That if I do not correct the failure by the date stated in the notice, I will be in default and Lender may require Immediate Payment In Full, and Lender or another person may acquire the Property by means of foreclosure and sale;
- (v) That if I meet the conditions stated in Paragraph 21 below, I will have the right to have any lawsuit for foreclosure and sale discontinued and to have the Note and this Mortgage remain in full force and effect as if Immediate Payment In Full had never been required; and
- (vi) That I have the right in any lawsuit for foreclosure and sale to argue that I did not fail to keep any of my promises or agreements under the Note or under this Mortgage, and to present any other defenses that I may have; and
- (C) I do not correct the failure stated in the notice from Lender by the date stated in that notice.

21. BORROWER'S RIGHT TO HAVE LENDER'S LAWSUIT FOR FORECLOSURE AND SALE DISCONTINUED

Even if Lender has required Immediate Payment In Full, I may have the right to have discontinued any lawsuit brought by Lender for foreclosure and sale or for other enforcement of this Mortgage. I will have this right at any time before a judgment has been entered enforcing this Mortgage if I meet the following conditions:

- (A) I pay to Lender the full amount that would have been due under this Mortgage and the Note if Lender had not required Immediate Payment In Full; and
- (B) I correct my failure to keep any of my other promises or agreements made in this Mortgage; and
- (C) I pay all of Lender's reasonable expenses in enforcing this Mortgage including, for example, reasonable attorneys' fees; and
- (D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Mortgage, and my obligations under the Note and under this Mortgage continue unchanged.

If all of the conditions in this Paragraph 21 are fulfilled, then the Note and this Mortgage will remain in full force and effect as if Immediate Payment In Full had never been required.

22. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY

As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until Lender requires Immediate Payment In Full under Paragraphs 19 or 20 above, or until I abandon the Property, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone other than the holder of the Superior Mortgage, and I will not do so without Lender's consent in writing. If Lender requires Immediate Payment In Full under Paragraphs 19 or 20 above, or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 22, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to be a tenant on the Property.

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All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 22, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees, and the cost of any necessary bonds. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

23. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL

When Lender has been paid all amounts due under the Note and under this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records.

24. AGREEMENTS ABOUT NEW YORK LIEN LAW

I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Mortgage is recorded in the proper official records, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, I will: (A) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a "trust fund"; and (B) use those amounts to pay for that construction or the work before I use them for any other purpose. The fact that I am holding those amounts as a "trust fund" means that I have a special responsibility under the law to use the amounts in the manner described in this Paragraph 24.

25. BORROWER'S STATEMENT REGARDING THE PROPERTY. Check box(es) as applicable.

- ☒ This Security Instrument covers real property improved, or to be improved, by a one (1) or two (2) family dwelling only.
- ☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six (6) residential dwelling units with each dwelling unit having its own separate cooking facilities.
- ☐ This Security Instrument does not cover real property improved as described above.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any superior mortgage or deed of trust to notify Lender in writing, at Lender's address on page 1 of this Mortgage, if the Borrower is required to make "Immediate Payment in Full" and if there is "foreclosure and sale" under that superior mortgage or deed of trust.

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By signing this Mortgage I agree to all of the above.

Javier Cruz
JAVIER CRUZ - Borrower

Rebecca Perez
REBECCA PEREZ - Borrower

- Borrower

- Borrower

(Sign Original Only)

STATE OF NEW YORK

County ss: Kings

On the 27 day of FEBRUARY, 2021 before me,
the undersigned, a notary public in and for said state, personally appeared JAVIER CRUZ + REBECCA PEREZ

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Bryan I. Newshan
BRYAN I. NEWSHAN
Notary Public, State of New York
No. 01NE6108885
Qualified in Queens County
Commission Expires April 19, 2023

Tax Map Information:

SEAL

EXHIBIT A

ALL THAT LOT OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LAYING AND BEING IN THE BROOUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF LOGAN STREET, DISTANT 1125 FEET NORTH FROM THE NORTHWESTERLY CORNER OF SAID LOGAN AND SECOND STREETS;

RUNNING THENCE WESTERLY AT RIGHT ANGLES TO SAID LOGAN STREET, 100 FEET;

THENCE NORTHERLY AND PARALLEL WITH LOGAN STREET, 25 FEET;

THENCE EASTERLY AND AGAIN AT RIGHT ANGLES TO LOGAN STREET, 100 FEET TO THE WESTERLY SIDE OF LOGAN STREET, AND

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF LOGAN STREET, 25 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE E

Principal Balance \$21,779.47

Interest at 8.5% annum from May 1, 2009

Additional charges, costs and fees incurred in connection with
the default as provided for in the Note and Mortgage and/or
Loan Modification Agreement if modified

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
BCMB1 TRUST,

Plaintiff,

Index No.: _____

-against-

AFFIRMATION

JAVIER CRUZ, REBECCA PEREZ, CRIMINAL COURT OF THE CITY OF NEW YORK, ASSET ACCEPTANCE LLC, CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD, CITY OF NEW YORK TRANSIT AUTHORITY TRANSIT ADJUDICATION BUREAU, CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION PARKING VIOLATIONS BUREAU, NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE and "JOHN DOE No. 1 through JOHN DOE No. 99", said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises,

Mortgaged Premises:
132 Logan Street
Brooklyn, NY 11208

Defendants.
-----X

Please note: As a result of the COVID-19 pandemic, the commencement and prosecution of foreclosure proceedings were stayed under various provisions of law, including but not limited to Governor Cuomo's Executive Order 202.8 and Executive Order 202.28, Chief Administrative Judge Marks's Administrative Orders AO/68/20, AO/121/20, and AO/127/20, the federal Coronavirus Aid, Relief, and Economic Security Act of 2020 (Public Law 116-136) the Covid-19 Emergency Eviction and Foreclosure Prevention Act of 2020 (L. 2020 c. 381 Act, Part b. Subpart A. § 6) and AO/341/20. This affirmation is designed to advance the purpose of these federal and state directives, and to avoid unnecessary in-person appearances of parties and others in courthouses.

Michal Falkowski, Esq., pursuant to CPLR § 2106 and under the penalties of perjury, affirms as follows:

1. I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm of Richland & Falkowski, PLLC, attorneys for Plaintiff(s) in the above-captioned foreclosure proceeding. As such, I am fully aware of the underlying action, as well as the proceedings had herein.

2. I am aware that, as a result of the COVID-19 pandemic, various state and federal authorities have issued statutes and executive orders regulating the time and manner of commencement and prosecution of foreclosure proceedings. These include (without limitation), gubernatorial Executive Orders 202.8 (March 20, 2020), 202.14 (April 7, 2020), 202.28 (May 7, 2020), and 202.38 (June 6, 2020); Chief Administrative Judge Administrative Orders AO/68/20 (March 16, 2020), AO/121/20 (June 9, 2020), and AO/127/20 (June 18, 2020); and federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act, enacted on March 27, 2020), Department of Veterans Affairs Circular 26-20-22 (June 17, 2020), and Department of Housing and Urban Development Mortgagee Letter 2020-19 (June 17, 2020); and the Covid-19 Emergency Eviction and Foreclosure Prevention Act of 2020 and AO/341/20.
3. I have reviewed these authorities, have consulted with my client, and affirm that, to the best of my knowledge, information, and belief, the petition and other papers filed or submitted to the Court in this matter comport with the requirements of those state and federal directives -- including the directive, set forth in Executive Order 202.28, that "[t]here shall be no initiation of a proceeding or enforcement of ... a foreclosure of any residential or commercial mortgage, for nonpayment of such mortgage, owned ... by someone that is eligible for unemployment insurance or benefits under state or federal law or otherwise facing financial hardship due to the COVID-19 pandemic for a period of sixty days beginning on June 20, 2020."
4. I further affirm that, at the time of filing, neither the foreclosing party nor any agent of the foreclosing party has received a hardship declaration from the mortgagor.
5. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

Dated: February 22, 2021
Astoria, New York

Richland & Falkowski, PLLC



Michal Falkowski, Esq.
35-37 36th Street, 2nd Floor
Astoria, NY 11106
Phone: 212-390-8872
Email: mfalkowski@rflegal.net
Attorneys for Plaintiff

NOTICE TO DEFENDANT

**DURING THE CORONAVIRUS EMERGENCY, YOU
MIGHT BE ENTITLED BY LAW TO TAKE ADDITIONAL
DAYS OR WEEKS TO FILE AN ANSWER TO THIS
COMPLAINT.**

**PLEASE CONTACT YOUR ATTORNEY FOR MORE
INFORMATION.**

**IF YOU DON'T HAVE AN ATTORNEY,
PLEASE VISIT**

<http://ww2.nycourts.gov/admin/OPP/foreclosures.shtml>

OR

<https://www.nycourts.gov/courthelp/Homes/foreclosures.shtml>

AVISO A DEMANDADO

**DURANTE LA EMERGENCIA DEL CORONAVIRUS,
ES POSIBLE QUE USTED TENGA DERECHO POR LEY
A TOMAR DÍAS O SEMANAS ADICIONALES
PARA PRESENTAR UNA RESPUESTA
A ESTA PETICIÓN**

**POR FAVOR CONTACTE A SU ABOGADO PARA MAS
INFORMACIÓN.**

**SI USTED NO TIENE UN ABOGADO,
VISITE**

<http://ww2.nycourts.gov/admin/OPP/foreclosures.shtml>

O

<https://www.nycourts.gov/courthelp/Homes/foreclosures.shtml>

STATE OF NEW YORK)
)ss:
COUNTY OF QUEENS)

Michal Falkowski, Esq., being duly sworn, deposes and states as follows:

1. That I am more than 18 years of age, reside in the State of New York, and am member of Richland & Falkowski, PLLC, attorneys for BCMB1 Trust.
2. That on January 18, 2021, I served true copies of the annexed Mortgagor's Declaration of Covid-19-Related Hardship, in English and Spanish, in the following manner:

► Service By Mail : By mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

Javier Cruz
132 Logan Street
Brooklyn, NY 11208

Rebecca Perez
132 Logan Street
Brooklyn, NY 11208

3. The notices were prepared in 14 point type.


Michal Falkowski

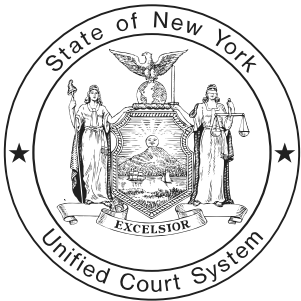
STATE OF NEW YORK)
)ss:
COUNTY OF QUEENS)

On the **18th** day of **JANUARY** in the year **2021** before me, the undersigned, personally appeared **MICHAL FALKOWSKI** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

ROBERTO E. CASTELLAR
Notary Public, State of New York
Reg. No. 01CA6366604
Qualified in Queens County
Commission Expires 10/31/2021

Return To:
Planet Home Lending, LLC
321 Research Parkway, Suite 303
Meriden CT 06450
Attn: Mitigation
866-882-8187
assistancerequestcovid19@planethomelending.com



Index Number (if known/applicable): County and Court (if known/applicable):

NOTICE TO MORTGAGOR:

If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you cannot be foreclosed on until at least May 1, 2021. If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP

I am the mortgagor of the property at (address of dwelling unit):

Including my primary residence, I own, whether directly or indirectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my mortgage in full because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.
2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.

3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.
5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.
6. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

I understand that I must comply with all other lawful terms under my mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid my mortgage in full as required by my mortgage agreement may still be charged or collected and may result in a monetary judgment against me. I also understand that my mortgage lender or other foreclosing party may pursue a foreclosure action against me on or after May 1, 2021, if I do not fully repay any missed or partial payments and lawful fees.

Signed: _____

Printed name: _____

Date signed: _____

NOTICE: You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.

Devolver a:

Planet Home Lending, LLC

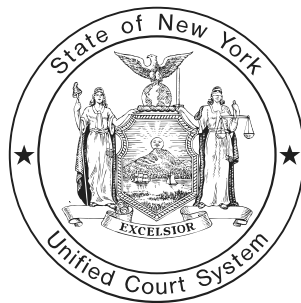
321 Research Parkway, Suite 303

Meriden CT 06450

Attn: Mitigation

866-882-8187

assistancerequestcovid19@planethomelending.com



Número de índice (si se conoce/si es aplicable): _____

Condado y Tribunal (si se conoce/si es aplicable): _____

AVISO AL DEUDOR HIPOTECARIO:

Si ha perdido ingresos o han aumentado sus gastos durante la pandemia de COVID-19 y firma y entrega este formulario de declaración de adversidad a su acreedor hipotecario o a otra parte que haya iniciado una ejecución hipotecaria, a usted no se le someterá a una ejecución hipotecaria por lo menos hasta el 1 de mayo de 2021. Si su acreedor hipotecario u otra parte que haya iniciado una ejecución hipotecaria le proporcionó este formulario, el acreedor hipotecario o la parte que inició una ejecución hipotecaria también debe proporcionarle una dirección postal y una dirección de correo electrónico a las que pueda enviar este formulario. Si ya se encuentra en medio de un procedimiento de ejecución hipotecaria, podrá entregar este formulario al tribunal. Debe conservar una copia o fotografía del formulario firmado para sus archivos. Usted aún debe la hipoteca impaga y las cuotas legales a su acreedor. También debe mantener un registro detallado de lo que ha pagado y de los importes que aún debe.

DECLARACIÓN DEL DEUDOR HIPOTECARIO DE PENURIA DEBIDA AL COVID-19

Soy el(la) deudor(a) hipotecario(a) del inmueble situado en (dirección de la vivienda):

Incluyendo mi residencia principal, poseo, de manera directa o indirecta, diez o menos unidades de vivienda residencial. Estoy sufriendo adversidades financieras y no puedo pagar mi hipoteca en su totalidad por una o más de las siguientes causas:

1. Pérdida significativa de ingresos familiares durante la pandemia de COVID-19.
2. Aumento en los gastos propios necesarios para el desempeño de trabajos esenciales o relacionados con efectos sobre la salud de la pandemia de COVID-19.

3. Las responsabilidades de cuidado de menores o las responsabilidades de cuidar a un familiar anciano, discapacitado o enfermo durante la pandemia de COVID-19 han afectado negativamente mi capacidad o la capacidad de un integrante de mi hogar para obtener un empleo productivo o para obtener ingresos, o han aumentado mis gastos necesarios.
4. Los gastos de mudanza y la dificultad de conseguir otra vivienda me dificultan excesivamente mudarme a otra residencia durante la pandemia de COVID-19.
5. Otras circunstancias relacionadas con la pandemia de COVID-19 han afectado negativamente mi capacidad para obtener un empleo productivo o para obtener ingresos, o han reducido significativamente los ingresos de mi hogar, o aumentado significativamente mis gastos.
6. Uno o más de mis inquilinos han incumplido con la entrega de una cantidad significativa de sus pagos de alquiler desde el 1 de marzo de 2020.

En la medida en que he perdido ingresos de mi hogar o han aumentado mis gastos, la asistencia pública que he recibido desde el inicio de la pandemia de COVID-19, que incluye el seguro de desempleo, la asistencia para desempleo por pandemia, el seguro de incapacidad y la licencia familiar pagada, no compensa por completo la pérdida de los ingresos o el aumento de los gastos de mi hogar.

Entiendo que debo cumplir con todos los demás términos legales de mi contrato hipotecario. Además, entiendo que aún se pueden acumular o cobrar las cuotas legales, multas e intereses por no haber liquidado mi hipoteca según lo establecido en mi contrato hipotecario, y que pueden redundar en un fallo monetario en mi contra. Además, entiendo que mi acreedor hipotecario u otra parte que haya iniciado una ejecución hipotecaria pueden iniciar una demanda de ejecución hipotecaria en mi contra a partir del 1 de mayo de 2021, si no liquido en su totalidad todos los pagos omitidos y parciales y las cuotas legales.

Firmado: _____

Nombre impreso: _____

Fecha firmada: _____

AVISO: Está firmando y enviando este formulario bajo pena de ley. Esto significa que es ilegal hacer a sabiendas una declaración falsa en este formulario.